

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE HARVARD DRUG GROUP, L.L.C.		12/12/2006	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	DYMAS FUNDING COMPANY, LLC, as Collateral Agent
Street Address:	One North Franklin, Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2155059	MAJOR
Registration Number:	2490633	MAPAP
Registration Number:	3027189	R&S
Registration Number:	1421688	SLENDER FIBRE
Serial Number:	78951363	CERTAVITE
Serial Number:	78494728	CLEAR-ATADINE
Serial Number:	78634304	LEPTOFORM SD
Serial Number:	78516195	NICORELIEF
Serial Number:	78634313	RELAFORM
Serial Number:	78873616	RS

CORRESPONDENCE DATA

Fax Number: (312)577-8348

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900064921

TRADEMARK
REEL: 003446 FRAME: 0166

CH \$265.00 2155059

Phone: 312.577.8348
Email: rakhee.verma@kattenlaw.com
Correspondent Name: Rakhee Verma c/o KattenMuchinRosenmanLLP
Address Line 1: 525 West Monroe, Suite 1800
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

215577-56

NAME OF SUBMITTER:

Rakhee Verma

Signature:

/Rakhee Verma/

Date:

12/18/2006

Total Attachments: 2

source=TM Sec Agmnt#page1.tif

source=TM Sec Agmnt#page2.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, THE HARVARD DRUG GROUP, L.L.C., a Michigan limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated December 12, 2006 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Collateral Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 12, 2006.

THE HARVARD DRUG GROUP, L.L.C.,
a Michigan limited liability company

By: 

Name: Randolph J. Friedman

Title: Chief Executive Officer

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Registered United States Trademarks:

<u>Mark</u>	<u>Filed</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>	<u>Class</u>
MAJOR	11/18/92	74/332,498	5/5/98	2,155,059	Registered	005
MAPAP	9/12/00	76/126,557	9/18/01	2,490,633	Registered	005
R&S	5/21/04	78/422,961	12/31/05	3,027,189	Registered	005,035
SLENDER FIBRE	5/5/86	73/596,815	12/23/86	1,421,688	Registered	005

Pending United States Trademarks:

<u>Mark</u>	<u>Filed</u>	<u>Application No.</u>	<u>Status</u>	<u>Class</u>
CERTAVITE	8/14/06	78/951,363	Pending	05
CLEAR-ATADINE	10/5/04	78/494,728	Opposition pending	05
LEPTOFORM SD	5/20/05	78/634,304	Published for opposition	05
NICORELIEF	11/12/04	78/516,195	Allowed for registration	05
RELAFORM	5/20/05	78/634,313	Allowed	05
RS & DESIGN	5/1/06	78/873,616	To be published for opposition	35, 05